

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
CASE NO. 1:10-cv-00564-MRB

LEXMARK INTERNATIONAL, INC.

Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC
et al

Defendants

**STIPULATED PERMANENT INJUNCTION AND
DISMISSAL WITH PREJUDICE**

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. (“Lexmark”) and Defendants Jahwa Electronics Co., Ltd., Huizhou Jahwa Electronics Co., Ltd., Laser Toner Technology, Inc., Copy Technologies, Inc., and C&R Services Incorporated (collectively referred to as the “Jahwa-Related Entities”) for entry of Stipulated Permanent Injunction and Dismissal With Prejudice, as the parties have agreed to a compromise and settlement of this action.

**IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF
THE PARTIES** that:

1. Plaintiff Lexmark has alleged that the Jahwa T63X and T64X cartridges made and/or sold in the United States infringe certain U.S. patents owned by Lexmark, as indicated in the following table.

Patents- in-Suit	Toner Cartridges	
	T63X	T64X
5,337,032	1	1
5,634,169	32,33,36,42	32,33,36,42
5,758,233	1,2	1,2
5,768,661	1,2	1,2
5,995,772	1,13,14,39	1,13,14,39
6,009,291	1-2	1-2
6,397,015	1,2,7,10,11,14,15,17,22,24	1,2,7,10,11,14,15,17,22,24
7,233,760	11,12	11,12

2. The Jahwa-Related Entities are entering into this Stipulated Permanent Injunction and Dismissal With Prejudice solely for the purposes of resolving the present litigation; and nothing herein shall be construed as an admission by the Jahwa-Related Entities that they infringed or otherwise violated any of Lexmark's rights in the Lexmark Patents or as a decision by this Court that any of the Jahwa-Related Entities have infringed or otherwise violated any of Lexmark's rights in the Lexmark Patents.

3. Lexmark owns and has standing to sue for infringement of the United States Patent Nos. 5,337,032; 5,634,169; 5,758,233; 5,758,233; 5,768,661; 5,995,772; 6,009,291; 6,397,015; and 7,233,760 (the "Lexmark Patents.").

4. The Jahwa-Related Entities agree not to contest the validity and enforceability of the Lexmark Patents.

5. Except as permitted in Paragraph 6, this Court hereby permanently enjoins the Jahwa-Related Entities and those persons or companies in active concert or participation with any of the foregoing who receive actual notice of the Order by

personal service or otherwise from making, using, selling, offering for sale or importing into the United States the Accused Jahwa T63x and T64x Cartridges, or mere colorable variations thereof, during the respective lives of the respective Asserted Patents, subject to a final and no longer appealable decision by a court or agency of competent jurisdiction that each of the alleged infringed claims is invalid, not patentable, or unenforceable.

6. Pursuant to the terms set forth in the Parties' Settlement Agreement, the Jahwa-Related Entities may sell their existing inventory of Accused Products.

7. Nothing herein limits or shall be construed to limit in any way the Jahwa-Related Entities' activities with respect to toner cartridges in which Lexmark's patent rights have been exhausted. Further, nothing herein limits or shall be construed to limit in any way the Jahwa-Related Entities activities with respect to any Lexmark Patents that have expired, lapsed, are no longer enforceable, or have been found to be invalid by a court of competent jurisdiction or by the U.S. Patent and Trademark Office. And nothing herein limits or shall be construed to limit in any way the Jahwa-Related Entities' activities outside the United States.

8. Contingent upon this Court's entry of this Order, each of the Jahwa-Related Entities consents to personal jurisdiction by this Court and consents to venue in this District.

9. This Stipulated Permanent Injunction and Dismissal With Prejudice shall be binding upon and shall inure to the benefit of Lexmark and the Jahwa-Related Entities as well as each of their respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

10. This Court retains jurisdiction over Lexmark and the Jahwa-Related Entities to the extent necessary to enforce the terms of their Settlement Agreement and this Stipulated Permanent Injunction and Dismissal With Prejudice.

11. All claims between Lexmark and the Jahwa-Related Entities are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

Dated: July 29, 2011.

s/Michael R. Barrett

United States District Court Judge

HAVING BEEN SEEN AND AGREED TO ON JULY 28, 2011:

By:

s/Steven B. Loy

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